

**EXHIBIT C**

July 19, 2000

Mr. Dominic Chang
Chairman of the Board
Chief Executive Officer
Family Golf Centers, Inc.
538 Broadhollow Road
Melville, New York 11747

Pamela S. Charles, Esquire
General Counsel
Family Golf Centers, Inc.
538 Broadhollow Road
Melville, New York 11747

Re: Raleigh IcePlex: Ground Lease Agreement (the "Ground Lease")
dated February 19, 1998 by and between Parker-Raleigh
Development XXIV, L.P. ("Landlord") and Sports Plus Raleigh,
Inc. ("Tenant")

Dear Ms. Charles and Mr. Chang:

I am writing to follow up on my letter of May 16, 2000, a copy of which I have enclosed for your convenience. Although the letter notified the interested parties that there had been a technical default under the Lease, the primary purpose was to relay our interest in purchasing the property.

Our Associate Counsel in New York, Randi Gilbert, attended the Meeting of Creditors on June 19, 2000, in order to determine the status of our Lease and to inquire as to Family Golf's response to our offer to purchase. I understand that Ms. Gilbert spoke briefly with each of you regarding our interest in the property. Ms. Gilbert reported back that, although you are willing to entertain the offer, the cash payment of \$700,000 is less than you would be willing to accept. We feel that our offer as a total package is quite fair. The \$700,000 cash payment is only a part of the package, and it excludes all furniture, fixtures, and equipment, which we estimate to be worth approximately \$2,000,000. The furniture, fixtures, and equipment could be removed and sold by Family Golf. Our offer also included assumption of the responsibility for the removal of the refrigeration systems, which would be very costly to Family Golf. We also offered to

Pamela S. Charles, Esquire
Dominic Chang
July 19, 2000
Page2


terminate the Ground Lease which would relieve Family Golf (Sports Plus) of the ongoing rental obligations. The Base Rental Schedule is attached to my May 16 letter.

If you wish to discuss alternatives to our proposal, we would be more than happy to do so.

As I am sure you are aware, the Ground Lease requires that we be notified of and approve any assignment. Accordingly, prior to entering into any binding agreement for the sale or transfer of this property, we would expect to be notified. In light of the fact that we are the ground lessor and we own the majority of the surrounding property, we have a keen interest in the success of the facility. Of course, our approval would not be unreasonably withheld.

We look forward to speaking with you.

Sincerely,



M. Toler Workman
General Counsel

cc: Mr. David L. Brady